

The relief described hereinbelow is **SO ORDERED**

Done this 30th day of November, 2016.

Dwight H. Williams, Jr.

Dwight H. Williams, Jr.
United States Bankruptcy Judge



**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF ALABAMA**

IN RE:

CYNTHIA D. GRIDER

Debtor(s)

**CHAPTER 13
CASE NO. 15-31770**

ORDER CONDITIONALLY DENYING RELIEF FROM STAY

This matter came on for hearing upon the motion of Fay Servicing, servicing agent for Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, as trustee for GFT Mortgage Loan Trust, Series 2015-1 ("Fay Servicing") seeking relief from the automatic stay imposed by 11 U.S.C. § 362, as it relate(s) to the enforcement of the lien of Fay Servicing and its assigns, against property of the Debtor(s) located at 2005 MOODY RIDGE RD SCOTTSBORO AL 35768.

Whereas the Court being informed of the agreement of the parties, it is therefore ORDERED, ADJUDGED and DECREED that the motion of Fay Servicing is CONDITIONALLY DENIED, conditioned upon the following:

1. The Debtor(s) post-petition arrearage due Fay Servicing is the aggregate amount

of \$4,493.76, which represents payments due for March 2016 at \$417.51, April 2016 at \$481.25, May 2016 at \$420.91, and June 2016 – November 2016 at \$420.92, less suspense of \$77.43, and which includes attorney fees of \$550.00 and court costs of \$176.00, is to be placed back into the Debtor(s) Chapter 13 plan. The Debtor(s) plan is amended to include, the aforementioned post-petition arrearage, fees and costs due Fay Servicing with the Debtor(s) payments to the Chapter 13 Trustee being increased to \$287.00 biweekly, and the Chapter 13 Trustee's payments to Fay Servicing being set at \$105.00 per month. Fay Servicing is hereby allowed to file a claim for, the said post-petition arrearage, fees and costs.

2. The Debtor(s) shall resume his/her/their regular monthly payments due Fay Servicing as said payments fall due each month, beginning with the December, 2016 and continuing each successive month thereafter until the Debtor(s) mortgage obligation with Fay Servicing, or its assigns, has been satisfied.

3. In the event that any regular monthly payment is not received by Fay Servicing or its assigns, by the date it falls due pursuant to the terms of the Debtor(s) loan agreement with Fay Servicing, beginning with the December, 2016 payment, then Fay Servicing or its assigns, shall give notice to the Debtor(s) and the Debtor(s) attorney of the default, and if the default is not cured within twenty (20) days of the date of said notice, then the automatic stay shall immediately lift without further Orders from the Court, allowing Fay Servicing, or its assigns, to proceed against or otherwise liquidate the property described hereinabove.

*** END OF ORDER ***

Consented to by:

Michael D. Brock
Attorney for Debtor(s)

Sabrina L. McKinney
Acting Chapter 13 Trustee

This Order was prepared by:
Evan Eberhardt
Attorney for Fay Servicing